

E. Ricketts shall be under no obligation however to maintain or keep in repair said lines of pipe and all work of maintenance, up-keep and repair shall be done by the said James J. Boyd at his expense so long as he is permitted to use said lines.

5. That so long as the said Mrs. Elizabeth B. Ricketts shall permit and allow the said James J. Boyd to connect with and use said pipe lines for the purposes mentioned he will not cut, damage or remove any trees, shrubs or other growing things from a strip of land 10 (ten) feet in width at and across the rear of his said lots No. 48 and 49 nor will he permit any other person to do so without first obtaining the written consent of Mrs. Elizabeth B. Ricketts.

It is expressly understood that this agreement in all of its terms and provisions shall be binding upon the said James J. Boyd and his heirs and assigns.

WITNESS my hand and seal this 23rd day of October, 1947.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Geraldine Helch James J. Boyd (SEAL)  
Virginia Dumbins

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE (

Geraldine Helch PERSONALLY appeared before me who, being duly sworn, says that she saw James J. Boyd sign, seal and as his act and deed, deliver the foregoing instrument and that she with Virginia Dumbins witnessed the execution thereof.

SWORN to before me this  
23rd day of October, 1947.

Geraldine Helch  
Virginia Dumbins (SEAL)  
Notary Public for S.C.